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(781) 293-1375 Fax (781) 293-1374

October 29, 2014

Dennis Donlon, Esquire  
C/O MBTA  
BY Email

Re: Drainage over MBTA Property  
By North River II LLC

Dear Mr. Donlon:

In accord with your request concerning drainage of the abutter onto MBTA property, we have researched out prior Reports, and the title to Lot A1 on the plan recorded with Middlesex South District Registry of Deeds as Plan 789 of 1999 in Book 30451, Page 513. The accompanying deed in Book 30451, Page 517 is a deed from Boston and Maine Corporation to Cathartes/AEW IBR Somerville LLC. This grantee is a predecessor in title to North River II LLC.

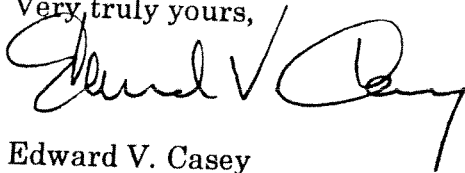
There is **NO Drainage Right** for said Lot A1 onto or over Rail Road property.

There is **NO Drainage Right granted to any owner of said Lot A1** onto or over Rail Road property recorded with the said Registry of Deeds.

We did find a Drainage Right granted by the Rail Road in a deed recorded in Book 11390, Page 666 at pages 672 and 673, and is shown on the plan recorded with said Deeds in Book 11126, Page 205 as "Drain Easement D." This easement is **not contiguous to said Lot A1, and is not granted to any current or prior owner of said Lot A1.**

Attached please find copies of the above mentioned plans and the deed  
in Book 11390, Page 666.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward V. Casey". The signature is fluid and cursive, with a large, stylized "E" and "C".

Edward V. Casey

EVC:ft

Encl.: (3)

E:\DU\Inner Belt Drain problem

QP 12-67 AM 9:57 056RE\*\*17.80

K 11390 PG 666

RCS:MAN 8/4/67

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2 -  
17 80

QUITCLAIM DEED

BOSTON AND MAINE CORPORATION, a Delaware corporation, (hereinafter referred to as the "Grantor"), for consideration paid, hereby grants, with QUITCLAIM COVENANTS, to ARTHUR G. CARLSON, JR. and RUSSELL N. COX, as Trustees of Cobble Hill Investment Trust, a Massachusetts Trust under Declaration of Trust dated July 26, 1967, and recorded in Middlesex South Registry of Deeds, (hereinafter referred to as "Grantee"), a certain parcel of land in Somerville, Middlesex County, Massachusetts, (hereinafter referred to as the "Parcel"), shown as "PARCEL #4" and "PARCEL #3" on a Plan entitled "Land in SOMERVILLE & BOSTON, MASSACHUSETTS" by Schofield Brothers, Registered Land Surveyors, and dated April 21, 1966, which plan is recorded or filed with said Deeds in Book 11126, Page 205 (hereinafter referred to as the "Plan"), bounded and described as follows:

PLAN 658 of 1966

Beginning at a point which is 688.41 feet North 85° 40' 43" East from station 82+09.19 on the center line of location near the most northwesterly corner of the Parcel, at the remaining land of Boston and Maine Corporation of that particular railroad route as was originally that of Boston & Lowell Railroad Corporation, but is now one of the railroad routes of Boston and Maine Corporation,

Thence running by remaining land of Boston and Maine Corporation on thirteen (13) courses as follows:

North 85° 40' 43" East	<u>995.66</u> feet
Southeasterly on a curve to the right having a radius of 414.25 feet	<u>221.40</u> feet
South 63° 41' 59" East	<u>350.39</u> feet
Thence turning and running South 04° 40' 53" West	<u>281.68</u> feet
South 01° 23' 14" West	<u>301.58</u> feet
Thence turning Southwesterly on a curve to the right having a radius of 408.39 feet	<u>520.33</u> feet
South 89° 54' 24" West	<u>99.74</u> feet
Northwesterly on a curve to the right having a radius of 489.47 feet	<u>238.71</u> feet
North 62° 09' 01" West	<u>116.75</u> feet
Northwesterly again on a curve to the right having a radius of 680.06 feet	<u>298.31</u> feet
North 37° 01' 01" West	<u>870.00</u> feet
Thence turning to close, South 87° 17' 06" East to the point of beginning	<u>80.26</u> feet

containing 1,182,329 square feet.

1. Access.

1.1 Charles Street Extension

Also granting to the Grantee, its successors and assigns, the right to use, in common with the Grantor, its successors and assigns, and others now or hereafter having rights therein, for all purposes for which streets and ways are commonly used in said Somerville, the strip of land 50 feet wide shown as Easement "C" on said Plan, specifically including the right to install and thereafter maintain, repair, renew and remove underground conduits and pipes and above-ground poles and wires conducting electric current, water, steam, gas, sewerage, telephone communications and alarm warnings, and other utilities; and including the right to pave and repave said strip, provided that such paving does not unreasonably interfere with the use of said strip by others having rights therein. The location of above-ground utilities shall be subject to the approval of the principal engineering officer of the Boston and Maine Corporation, which approval shall not be unreasonably withheld.

Use of said strip of land by the Grantee, its successors and assigns, shall be subject to the superior right, but not the obligation of the Grantor, its successors and assigns, to maintain, use, repair, renew, relocate and remove tracks now crossing said strip and also to install, maintain, use, repair, renew, relocate and remove additional

tracks on, through and over said strip; and also to the superior right of the Grantor, its successors and assigns, to operate from time to time and at any and all times, trains, locomotives, and cars on and across said strip, on tracks now and hereafter crossing such strip; provided, however, that no railroad engines, trains or cars shall be "spotted" on said strip.

The rights granted to the Grantee, its successors and assigns, to use said strip do not include the right to park vehicles thereon and the Grantee covenants for itself, its successors and assigns, to neither obstruct said strip nor impede the free flow of traffic therein.

The rights granted to the Grantee, its successors and assigns, with respect to said strip are subject to an easement for sewer purposes taken by the Board of Metropolitan Sewerage Commissioners on or about May 14, 1892, recorded in Middlesex South Registry of Deeds, Book 2117, Page 3.

#### 1.2 Circumferential Road

The Grantor additionally grants to the Grantee, its successors and assigns, the right to use, in common with the Grantor, its successors and assigns, and others now or hereafter having rights therein, for all purposes for which streets and ways are commonly used in said Somerville, a per-

petual easement in the strip of land on the northerly and northeasterly side of Parcel 1, and extending 80 feet along the easterly boundary of the Parcel as shown on said Plan and marked Easement A. These rights specifically include the right to install, and thereafter maintain, repair, renew and remove underground conduits and pipes and above-ground poles and wires conducting electric current, water, steam, gas, sewerage, telephone communications, and alarm warnings, and other utilities; and include the right to pave and repave said strip. All such installation and paving shall be with the specific approval of the principal engineering officer of the Boston and Maine Corporation, which approval shall not be unreasonably withheld. A portion of this easement passes under a bridge now utilized as a railroad right of way. This grant, insofar as it grants rights as to that portion, is subject to any rights which may exist in the Massachusetts Bay Transportation Authority under an agreement with the Grantor dated December 14, 1964, as amended to the date of this deed, insofar as said agreement remains in force and effect.

1.3 Easement Forming Part of Circumferential Road

Also granting to the Grantee, its successors and assigns, the right to use in common with the Grantor, its

successors and assigns, and others now or hereafter having rights therein, the strip of land approximately four hundred and thirty-seven (437) feet in length and twenty (20) feet in width in the easterly portion of Parcel #1 on said Plan, shown as Easement B on said Plan, to pass and repass, on foot and with vehicular traffic.

The Grantee covenants, that when the use of said Easement B is no longer reasonably required for railroad purposes, to transfer, release, deliver up and relinquish said rights to the then owner of the land upon which said Easement lies, and to execute such documents as may reasonably be required by counsel for the Grantor to effect such surrender.

#### 1.4 Tunnel Rights

The Grantor additionally grants to the Grantee, its successors and assigns, subject to any rights of the Massachusetts Bay Transportation Authority under an agreement with the Grantor dated December 14, 1964 as amended to the date of this deed, insofar as such agreement remains in force and effect, the perpetual right and easement across and under retained land of the Grantor, shown as Parcel 2 on said Plan, to tunnel under, construct, prepare, pave and establish,



at such places and at such times as the Grantee, its successors and assigns, shall elect, by written notice to the Grantor, its successors and assigns, tunnels, roads, ways, utilities and communications of every kind and nature, provided that any such tunneling or construction shall not interfere with the operation by the Grantor, its successors and assigns, at any and all times, of trains, locomotives and cars on said Parcel 2. All such tunneling, construction and installation and maintenance thereof shall be with the approval of the principal engineering officer of the Boston and Maine Corporation, which approval shall not be unreasonably withheld, and shall be at the expense of the Grantee, its successors and assigns.

2. Additional Rights.

2.1 Drain Easement

The Grantor, for itself, its successors and assigns, also grants the perpetual right and easement across retained land of the Grantor, at the location marked on said Plan as Drain Easement "D", to the Grantee, its successors and assigns, to connect up to and use a storm drain culvert located on adjoining land of the Grantor, for the purpose of

providing drainage from the Parcel. The Grantor, its successors and assigns, shall have the right to relocate the drain easement to other locations on land of the Grantor, by giving thirty (30) days notice to the Grantee, its successors and assigns. If any right is exercised, the Grantor its successors and assigns, shall provide for the grant of a substitute easement equal in quality to that relocated, and shall execute and deliver such documents as counsel for the Grantee, its successors and assigns, shall reasonably deem necessary to convey such substituted easement. The Grantee, its successors and assigns, shall furnish documents reasonably satisfactory to the Grantor surrendering and releasing the easement at the former location. If any such right of relocation of the drain easement is exercised, the Grantor covenants for itself, its successors and assigns to indemnify the Grantee, its successors and assigns, against all reasonable costs of relocation of connections to such storm drain culvert, whether on the Parcel or on land retained by the Grantor. The Grantor covenants to maintain and repair said storm drain culvert for its length, such covenant to run with adjacent property retained by the Grantor and to be binding

upon said Grantor, its successors and assigns. The Grantee covenants, other than connecting up to and using the storm drain culvert that it, its successors and assigns, shall not otherwise adversely affect, obstruct or impede the free flow of water in and through said storm drain culvert, such covenant to run with the conveyed premises and to be binding upon said Grantee, its successors and assigns forever.

3. Reservations.

3.1 Sixteen Inch Water Main

Reserving to the Grantor all right, title and interest in a 16-inch water main, including all branch shut-offs thereto, running from adjacent land and crossing the Parcel. The Grantor reserves the right for itself, its successors and assigns, to maintain and use this water main and to enter on the Parcel as necessary to inspect, repair, relay, renew and maintain said water main. The Grantor covenants to maintain this main, such covenant to run with the adjacent land retained by the Grantor, binding upon the Grantor, its successors and assigns, forever. Grantor, for itself, its successors and assigns, agrees that within 180 days from the receipt of written request from the Grantee, its successors or assigns, that the Grantor shall, at Grantee's expense,

relocate said water main to some other location on or off the Parcel as shall meet with the written approval and consent of the person from time to time being the principal engineering officer of the Grantor, its successors and assigns, which approval and consent shall not be unreasonably withheld, and to surrender by recordable document all rights in the present location, provided: (1) The Grantee provides by recordable instrument equal rights in and to the relocated facility as in the present location, and (2) that the main as so relocated shall perform reasonably as well the same function and services as the present location.

The Grantor, for itself, its successors and assigns, further grants the perpetual right to the Grantee, its successors and assigns, to connect up to and take water from said 16-inch water main. Such right to take water shall be on condition that the Grantee, its successors and assigns, assume the cost of installing a meter, and agrees to pay, at the cost to Grantor, plus 10% of such cost for Grantor's costs of maintenance, for water consumed as and when billed by the Grantor. In the event that said water main is no longer used by the Grantor, it covenants for itself, its successors and assigns, to transfer all right, title and

interest to said water main but no further than the easterly line of the Parcel, to the Grantee or its successors or assigns, and to execute and deliver such documents as may be reasonably required by the Grantee, its successors or assigns, to effect such transfer.

4. Covenants: Except as specifically stated herein no covenants shall run with any retained land of the Grantor except as to Parcel 5 shown on said Plan.

WITNESS the execution hereof in duplicate under seal by the Grantor and Grantees, as said Trustees, this <sup>September</sup> 11<sup>th</sup> day of ~~August~~, 1967.

The required Federal Transfer and Massachusetts excise stamps have been affixed to a duplicate original of this deed and canceled, and may be inspected at the office of the Grantee.

BOSTON AND MAINE CORPORATION

By

*W. A. Hill*  
Vice President  
COBBLE HILL INVESTMENT TRUST

By

*Russell N. Cox*  
Russell N. Cox

*Arthur G. Carlson, Jr.*  
Arthur G. Carlson, Jr.  
Trustees and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston, Massachusetts  
~~September~~ August 11, 1967

Then personally appeared the above-named *W. A. Hill*

a duly authorized officer of said BOSTON AND MAINE CORPORATION,  
and acknowledged the foregoing instrument to be the free act  
and deed of said BOSTON AND MAINE CORPORATION, before me,

*Eleann M. Johnson*  
Notary Public  
My Commission expires *August 30, 1970*

## COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

*September 11*  
Boston, Mass., August 1967

Then personally appeared the above-named RUSSELL N. COX and  
ARTHUR G. CARLSON, JR., Trustees of COBBLE HILL INVESTMENT TRUST,  
and acknowledged the foregoing instrument to be their free act  
and deed, before me

*James Cogen*  
Notary Public  
My Commission expires: *July 1, 1973*



"VOTED: to enter into an agreement, the terms of which are to be satisfactory to the President or any Vice President of this Company, for the sale by this Company to Robert C. Linnell and Russell N. Cox, Trustees of Inner Belt Industrial Center Trust, u/d/t dated December 30, 1965, or their nominee, of a parcel of land in Somerville, Massachusetts, containing an area of about twenty (20) acres, subject to more accurate computation and survey approved by such officer, for a consideration of Forty Cents (40¢) per square foot;

"VOTED: that the President, or any Vice President of this Company, be and he hereby is authorized in its name and behalf, to execute, acknowledge and deliver a deed of said premises when said further computation and survey have been completed and the signature of such officer on such deed shall be conclusive evidence of his approval of such computation and survey."

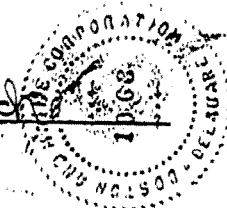
**Attest:**

Harriet K. M. [unclear]  
Asst. Secretary



"VOTED: to enter into an agreement, the terms of which are to be satisfactory to the President or any Vice President of this Company, for sale by this Company to Robert C. Linnell and Russell N. Cox, Trustees, of Inner Belt Industrial Center Trust, u/d/t dated December 30, 1965, or their nominee, of a parcel of land in Somerville, Massachusetts, containing an area of about seven and two tenths (7.2) acres, subject to more accurate computation and survey approved by such officer, for a consideration of Seventy Cents (70¢) per square foot;

Hannet K. May  
Asst. Secretary





relocate said water main to some other location on or off the Parcel as shall meet with the written approval and consent of the person from time to time being the principal engineering officer of the Grantor, its successors and assigns, which approval and consent shall not be unreasonably withheld, and to surrender by recordable document all rights in the present location, provided: (1) The Grantee provides by recordable instrument equal rights in and to the relocated facility as in the present location, and (2) that the main as so relocated shall perform reasonably as well the same function and services as the present location.

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